

ARTICLES OF AGREEMENT--ASSOCIATED WATER USERS OF UINTAH AND
LAKEFORK RIVERS

For and in consideration of the mutual dependent obligations of each of the parties or companies hereto, this being one of a series of similar contracts to be signed by other persons or companies, agree as follows:

WHEREAS, the United States, by its Secretary of Interior, commenced two certain actions in the Federal Court for the District of Utah to enjoin the water users of the Lakefork and Uintah Rivers from taking waters therefrom until sufficient water was had to irrigate the lands of its wards, being Indian allotments or other Indian lands; and

WHEREAS, pursuant to said actions, certain decrees were entered therein which form the basis of demand for the use of such waters; and

WHEREAS, certain differences have arisen between the plaintiff and defendants in said action regarding the fundamental theory of the ownership and right of distribution of such waters, which differences make necessary the further co-operation of such defendants or other water users in order that they may more fully protect the demands and rights of themselves and each party hereto to such water and to its regulation and distribution as they may be lawfully entitled.

NOW THEREFORE, we, the undersigned, hereby associate ourselves with the other defendants, or assignees of such defendants and other water users in formation of a joint association to be known as the Associated Water Users of Uintah and Lakefork Rivers.

The purpose of organizing such association is to more fully and economically defend and advance our mutual rights and benefits and assure fuller protection and proper distribution of our waters and water rights as they may exist.

To more fully carry into effect such purpose, there shall be elected an advisory board, upon which each company or separate defendant or owner of an individual filing shall have one representative provided, however, that the Dry Gulch Irrigation Company shall have

three representatives thereon. The basis and right of voting within such advisory committee shall be one vote for each 300 acres of water right, or fraction thereof, as represented by such company or individual filing or filings.

The advisory board shall elect an executive committee of five persons. Such executive committee shall have authority to represent this association in matters affecting all legal proceedings, the entering into of agreements with the Government for the distribution of co-mingled waters, the selection of a water commissioner and all acts reasonable incident to said participations.

Said executive committee shall organize and may levy assessments on the unit-acre basis of all individuals and companies joining herein, to defray association expenses incident to the discharge of its duties, provided no company or individual shall be assessed on less than 300 acres.

Meetings of the advisory committee shall be held annually on the third Wednesday of December at 2:00 o'clock P.M. at Roosevelt, Utah and at any other time, upon call of the executive committee.

Each company and individual will properly certify credentials of member or members elected by it to the advisory committee, which shall be presented at the annual meeting and filed with the secretary of the executive committee.

This contract is signed by authority of a resolution of the board of directors of our company and is executed with the understanding that it shall be effective when not less than 75% of the acre-unit rights of defendant companies join in signing duplicate copies of this agreement.

Executed this ____ day of April A.D. 1931.

By _____
President

Attest: _____
Secretary